Yale, 30; Brown, 16; Bowdoin, 11; Dartmouth, 11; Princeton, 8; Williams, 7; Amherst, 6; Colby, University of Iowa, Tufts, 4; University of California, Leland Stanford, Wesleyan, 3; Bates, Cornell University, Georgetown, Iowa College, Mt. Allison, Nebraska, College City of New York, Tulane, Wisconsin, 2; Bucknell, Cambridge, Charles City, Coe, Colorado College, Cornell College, Dalhousie, De Pauw, Denison, Fargo, Franklin and Marshall, Georgia, Hamilton, Holy Cross, Illinois College, State College of Kentucky, Knox, McGill, Maine, Manhattan, Minnesota, New Brunswick, Northwestern, Notre Dame, Oberlin, Ohio University, Ohio Wesleyan, Oxford, Pennsylvania, Pacific, Rose Polytechnic, Rutgers, St. Josephs, Toronto, Trinity, U. S. Naval Academy, Western Maryland, Western Reserve, Westminster, Wheaton, 1. There are at present in the School eight law school graduates, of whom three have received also an academic degree, representing the following law schools: Detroit, Dickinson, Kansas City, Kings (Windsor), New York, New York University, Notre Dame, Ohio State University.

"THE PEONAGE CASES." — Few recent judicial statements have aroused greater interest than the response of Judge Jones of Alabama to certain questions propounded by a grand jury relative to peonage and involuntary servitude. In his reply to these questions the learned judge covered two distinct topics. With commendable regard for the dignity of the law and the welfare of the community he first recommended the indictment of a numerous class of persons who had abused the processes of the courts and fraudulently induced ignorant laborers to subject themselves to a condition approaching slavery. Not content with this, however, the court proceeded to a somewhat gratuitous discussion of the constitutionality of an interesting and important Alabama statute. *Peonage Cases*, 123 Fed. Rep. 671 (Dist. Ct., M. D. Ala.). The Alabama legislature had enacted that in certain counties of the state any laborer who makes a written contract to serve, and then abandons his employment without the consent of his employer or a good excuse to be adjudged by the court, and then makes a similar contract with a second employer without informing him of the first agreement, is guilty of an indictable offense.[1] This statute, says the judge, is invalid under both the Alabama and the Federal constitutions, as involving, first, a denial of the equal protection of the laws; second, imprisonment for debt; and third, involuntary servitude.

The first of these three objections the court does not strongly press. Its contention is based on the fact that the operation of the statute is limited to certain counties and to a certain class of contracts. But the constitution means by securing the equal protection of the laws simply that all persons in the same class shall be treated alike under like conditions.[2] Whoever therefore attacks on this ground the validity of a statute must show that the classification is arbitrary and unreasonable. This was hardly attempted by the court. The irresponsibility of the negro laborers and their propensity for breaking contracts at a season when to lose their labor may mean ruin to the planters, shows that the classification was not unreasonable.

The reasoning of the judge on the question of imprisonment for debt appears to be based on a misinterpretation of the statute. The breach of

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[1] Acts 1900–1901, p. 1208, § 1.

[2] Cooley Const. Law, 3d ed., 249. See also Barbier *v.* Connolly, 113 U. S. 27.

the first contract, it is said, creates only the relation of debtor and creditor, and because of the existence of this relation the debtor may not, without his creditor's consent, seek employment elsewhere under pain of imprisonment. This, the court insists, is virtual imprisonment for debt. A fair construction of the statute might well lead to a different conclusion. It provides not that the laborer may not work for a second employer, but that he may not through concealment of his former breach of good faith make a contract similar to the one he has broken. If the laborer is imprisoned for anything, it is not for debt, but for concealment of a fact that may conceivably amount to fraud.

The third and last objection, namely, that the statute involves involuntary servitude, is the most serious. But here, too, it seems, on careful consideration, that the legislature avoided infringement of the constitution; for, first, the Supreme Court has said that "involuntary servitude" means servitude involuntary in its inception,[3] and here the servitude at its inception is voluntary; and, second, without considering the soundness of that view and that authority, the statute provides for nothing more than courts of equity in the usual constitutional exercise of their powers often exact under pain of imprisonment. Though a court of equity will not force a man to observe a contract to labor, it will order that if he refuses to observe it he may not make a similar contract with another.[4] The statute in question does no more than extend the rule to cases where the services are not of unique value, and enforce in another form this well established equitable doctrine. The objection of unconstitutionality cannot be stronger in the one case than in the other. It is difficult, therefore, to see wherein either the letter or the spirit of the constitution has been violated.

Co-ordinate Rights in a Bank Account. — A person may sometimes desire to open an account in a bank which shall be equally available to another person and himself. This most frequently happens between a husband and his wife. The situation has often presented itself in cases of savings-banks accounts.[1] Thus, in a late Michigan case, a husband instructed the savings-bank to enter his wife's name against his account, so that she might draw as freely as he on the account. The wife having ordered it transferred to her individual account while her husband was on his death-bed, the court held that his subsequent death revoked her authority to use the fund. *Burns* v. *Burns*, 93 N. W. Rep. 1077. But, admitting that her power was revocable by the husband's death, still, since she had exercised it for her own benefit before his death, it would seem that the transfer of the account made it her absolute property.

The question of how a depositor may give another rights with reference to his account must depend primarily upon the nature of the relation existing between him and the bank. What the relation is between a savings bank and its depositors is in dispute, some authorities holding that it is a trust relation,[2] others that it is an agency relation,[3] still others that it is a

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[3] See Robertson *v.* Baldwin, 165 U. S. 275, 281.
[4] Duff *v.* Russell, 133 N. Y. 678, affg. 39 N. Y. State Rep. 266.

[1] See a collection of cases in 31 L. R. A. 454 n.
[2] Berry *v.* Windham, 59 N. H. 288. [3] Osborn *v.* Byrne, 43 Conn. 155.